



## **10 ADMINISTRATION**

*Effective: 6/1/96*

### **10.1 WIC Contract Agreements**

*Revised: 10/1/05*

**Changes in bold**

**POLICY:** Each local agency is required to sign and comply with a written Contract Agreement with the State of Wisconsin, represented by the Division of Public Health (DPH), of the Department of Health and Family Services (DFHS), for each contract period. **Contract periods may be for up to five years.** The Contract Agreement includes all addenda and exhibits that may be attached, and incorporates into the contract by reference all guidelines, policies, workplans, etc., that are pertinent.

**BACKGROUND:** The Contract Agreement includes the services to be provided, information about the Contract Administrator, the amount of the Contract award and accounting periods, payment for services, reporting requirements, state policies and federal rules and regulations, accounting and auditing requirements, records maintenance, revisions and termination clauses, and other miscellaneous provisions. This is a binding contract between the two parties identified in the Contract Agreement.

#### **PROCEDURE:**

##### **A. INITIAL AGREEMENTS**

Contract Agreements are initiated annually during the performance contract negotiation process.

1. Original Contract Agreements are prepared by the State WIC Office and are signed first by authorized local agency officials and then by the DPH Administrator.
2. Other contractual documents may accompany and become part of the Contract Agreements, i.e., budget, objectives.
3. Contract Agreements become effective when all parties have signed the document.

##### **B. AMENDMENTS**

Amendments to the Contract Agreement may be made to change the contracted caseload, funding level, or to modify the services provided. Effective dates are determined by the State WIC Office.

1. Increased caseload and/or funding amount may be effected by a Unilateral Amendment that is signed only by the DPH Administrator when the increase in funds is for the same purpose as originally contracted.



2. Decreased caseload and/or funding amount may be effected by a Bilateral Amendment that is signed by both parties.
3. Contract amount increases that are for new purposes or for a change in the services provided may be effected by a Bilateral Amendment that is signed by both parties.

### **C. TERMINATING AGREEMENTS**

Agreements may be terminated:

1. For failure to comply with any part of the Contract Agreement. Such failure may be considered cause for revision, suspension or termination of the Contract Agreement.
2. For failure to provide the required quality and quantity of WIC services. The local agency must notify the Contract Administrator whenever it is unable to provide the required WIC services. Upon notification, the State WIC Office will determine whether such inability will require revision or termination of the Agreement.
3. By either party or by mutual agreement of the parties with 90 days written notice.
  - a) The DPH may terminate the Contract Agreement in whole, or in part, at any time before the date of expiration. The DPH shall promptly notify the local agency in writing of the determination and reasons for the termination, including the effective date.
  - b) Termination by mutual agreement may be made when the DPH and the local agency agree upon the termination conditions, including the effective date.
  - c) The local agency may request termination in writing, setting forth the reasons for termination, and the effective date.
  - d) Actual costs incurred by the Contractee may be reimbursed for a reasonable amount determined by mutual agreement of both parties.

### **Eliminated D. Authorized Agency Representatives**